

Blackerby & C. The State of Alabama This Indenture, made and entered into this 28th day
wife / of October 1848, between C. C. Blackerby and C. S. Blackerby
To debtor of the first part and Samuel R. Lester creditor of the 2nd part, witness-
Samuel R. Lester eth: That whereas the said party of the 1st part is justly indebted to
the party of the 2nd part in the sum of One hundred & eighty dollars, due
by date dated October the 28th 1878, and payable on or before the first
day of November 1879; and the said party of the 1st part being desirous
to secure the payment of said indebtedness; for and in consideration thereof,

1878
Dec 1st
Signed and delivered

The said party of the 1st part has sold, and hereby sells and conveys to the said party of the 2nd part, the following described property, to wit: The North half of the Northwest quarter of Section 28 of Township 20 of Range One west, and one lone horse 9 years old & two cows, one dun & the other white, and all the corn & cotton crop raised the year 1879, to have and to hold, in trust, as follows: It is hereby agreed that the said party of the 1st part is to have and retain possession of the said property until the first day of November 1879; and if the said party of the 1st part shall fully pay to the said party of the 2nd part, said debt, and interest thereon, and reasonable expenses hereof, by said first day of November 1879, then this indenture is to be null and void; But upon default of such payment the said party of the 2nd part is hereby authorized to take into possession and sell said property to the highest bidder for cash, at such time and place as he may select, after giving ten days notice of the time and place of said sale by publication in a newspaper, if one is published in the County, or by posting at three public places, and out of the proceeds of said sale retain the sum of one hundred and eighty dollars, and interest thereon, and the reasonable costs hereof, and the balance, if any, pay to the said party of the 1st part. And it is agreed the party of the 2nd part may purchase said sale.

Signed sealed and delivered this 28th day of October 1878

in presence of

J. B. Thomas

C. C. Blackerby *L.B.*
E. S. ^{her} Blackerby *L.B.*
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The State of Alabama I Nathaniel Thomas a Justice of the Peace Shelby County for said County, hereby certify that C. C. Blackerby & E. S. Blackerby whose names are signed to the foregoing conveyance, and who are known to me, acknowledged before me on this day, that being informed of the contents of the conveyance, they executed the same voluntarily, on the day the same bears date, and I further certify that on 28th day of Oct 1878 came before me the above named E. S. Blackerby known to me to be the wife of the said C. C. Blackerby, also being by me examined separate and apart from her husband, touching her signature to the foregoing deed acknowledged that she signed the same of her own free will and accord, and without fear, constraint or persuasion of her husband - In witness whereof I hereunto set my hand this 28th day of Oct 1878

Nathaniel Thomas
Justice of the Peace

Filed for Record November 18th 1878 and Recorded
November 20th 1878 J. T. Leeper Judge of Probate